

AVIATION

Transport Services

Agreement Between the
UNITED STATES OF AMERICA
and GREECE

Signed at Athens July 31, 1991

with

Annex



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

“ . . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

GREECE

Aviation: Transport Services

*Agreement signed at Athens July 31, 1991;
Entered into force May 15, 1992.
With annex.*

**AIR TRANSPORT AGREEMENT
BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF
THE HELLENIC REPUBLIC**

The Government of the United States of America and the Government of the Hellenic Republic;

Desiring to promote an international air transport system with the aim of offering to the traveling and shipping public the widest variety of service options;

Desiring to facilitate the expansion of international air transport opportunities;

Desiring to ensure the highest degree of safety and security in international air transport and reaffirming their grave concern about acts or threats against the security of aircraft, which jeopardize the safety of persons or property and adversely affect the operation of air services, and undermine public confidence in the safety of civil aviation;

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on December 7, 1944;¹ and

Desiring to conclude a new agreement covering all commercial air services to replace the Interim Agreement of 1985 and the Memorandum of Understanding of 1985, as amended and extended until October 25, 1991;²

Have agreed as follows:

**ARTICLE I
DEFINITIONS**

For the purposes of this Agreement, unless otherwise stated, the term:

(a) "Aeronautical authorities" means, in the case of the United States, the Department of Transportation or its successor agency, and in the case of the Hellenic Republic, the Civil Aviation Authority or its successor agency;

(b) "Agreement" means this Agreement, its Annex, and any amendments thereto;

¹ TIAS 1591; 61 Stat. 1180.

² TIAS 11913, 11997.

- (c) "Air Services" means any operation performed by aircraft for the public carriage of traffic in passengers, baggage, cargo and mail, separately or in combination for remuneration or hire;
- (d) "Convention" means the Convention on International Civil Aviation, opened for signature at Chicago on December 7, 1944, and includes:
- (i) any amendment which has entered into force under Article 94(A) of the Convention and has been ratified by both Parties, and
 - (ii) any Annex or any amendment thereto adopted under Article 90 of the Convention, insofar as such Annex or amendment is at any given time effective for both Parties;
- (e) "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement;
- (f) "Price" means any fare, rate or charge for the carriage of passengers (and their baggage) and/or cargo (excluding mail) in air services charged by airlines, including their agents, and the conditions governing the availability of such fare, rate or charge.
- (g) "Match" means the right to establish at any time, using expedited procedures, an identical or substantially similar price between the same points, on a direct, on line or interline basis, notwithstanding differences in operational conditions relating to airports, routing, distance, timing, connections, aircraft type, aircraft configuration or change of aircraft.
- (h) "International air services" means air services which pass through the air space over the territory of more than one State;
- (i) "Stop for non-traffic purposes" means a landing for any purpose other than taking on or discharging passengers, baggage, cargo and/or mail in air services;
- (j) "Territory" means the land areas under the sovereignty, jurisdiction, protection, or trusteeship of a Party, and the territorial waters adjacent thereto;
- (k) "User charge" means a charge made to airlines for the provision of airport, air navigation or aviation security property, or facilities; and
- (l) "Full economic costs" means the direct cost of providing service plus a reasonable charge for administrative overhead.

ARTICLE II

GRANT OF RIGHTS

(1) Each Party grants to the other Party the following rights for the conduct of international air services by the airlines of the other Party:

- (a) the right to fly across its territory without landing;
- (b) the right to make stops in its territory for non-traffic purposes;
- (c) the rights otherwise specified in this Agreement.

(2) Nothing in paragraph (1) of this Article shall be deemed to grant the right for one Party's airlines to participate in air services between points in the territory of that other Party.

ARTICLE III

DESIGNATION AND AUTHORIZATION

(1) Each Party shall have the right to designate an airline or airlines to conduct international air services in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air services specified in the Annex.

(2) On receipt of such a designation, and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

- (a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both;
- (b) the designated airline is qualified to meet the conditions prescribed under the laws and regulations normally applied to the operation of international air services by the Party considering the application or applications; and
- (c) the Party designating the airline is maintaining and administering the standards set forth in Article 6 (Safety) and Article 7 (Aviation Security).

ARTICLE IV REVOCATION OF AUTHORIZATION

(1) Each Party may revoke, suspend or limit the operating authorizations or technical permissions of an airline designated by the other Party where:

- (a) substantial ownership and effective control of that airline are not vested in the other Party, the other Party's nationals, or both;
- (b) that airline has failed to comply with the laws and regulations referred to in Article 5 (Application of Laws) of this Agreement;
or
- (c) the other Party is not maintaining and administering the standards as set forth in Article 6 (Safety).

(2) Unless immediate action is essential to prevent further non-compliance with subparagraphs (1)(b) or (1)(c) of this Article, the rights established by this Article shall be exercised only after consultation with the other Party.

(3) This Article does not limit the rights of either Party to suspend, limit or condition air services in accordance with the provisions of Article 7 (Aviation Security).

ARTICLE V APPLICATION OF LAWS

(1) While entering, within or leaving the territory of one Party, its laws and regulations relating to the operation and navigation of aircraft shall be complied with by the other Party's airlines.

(2) While entering, within or leaving the territory of one Party, its laws and regulations relating to the admission to or departure from its territory of passengers, crew or cargo on aircraft (including regulations relating to entry, clearance, aviation security, immigration, passports, customs and quarantine or, in the case of mail, postal regulations) shall be complied with by or on behalf of such passengers, crew or cargo of the other Party's airlines.

ARTICLE VI SAFETY

(1) Each Party shall recognize as valid, for the purpose of operating the air services provided for in this Agreement, certificates of airworthiness, certificates of competency, and licenses issued or validated by the other Party and still in force, provided that the requirements for such certificates or licenses at least equal the minimum standards which may be established pursuant to the Conven-

tion. Each Party may, however, refuse to recognize as valid for the purpose of flight above its own territory, certificates of competency and licenses granted to or validated for its own nationals by the other Party.

(2) Each Party may request consultations concerning the safety standards maintained by the other Party relating to aeronautical facilities, aircrew, aircraft, and operation of the designated airlines. If, following such consultations, one Party finds that the other Party does not effectively maintain and administer safety standards and requirements in these areas that at least equal the minimum standards which may be established pursuant to the Convention, the other Party shall be notified of such findings and the steps considered necessary to conform with these minimum standards; and the other Party shall take appropriate corrective action. Each Party reserves the right to withhold, revoke or limit the operating authorization or technical permission of an airline or airlines designated by the other Party in the event the other Party does not take such appropriate action within a reasonable time.

ARTICLE VII AVIATION SECURITY

(1) In accordance with their rights and obligations under international law, the Parties reaffirm that their obligation to protect, in their mutual relationship, the security of civil aviation against acts of unlawful interference forms an integral part of this Agreement.

(2) The Parties shall provide upon request all necessary assistance to each other to prevent acts of unlawful seizure of aircraft and other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities and any other threat to aviation security.

(3) The Parties shall act in conformity with the provisions of the Convention on Offenses and Certain Other Acts Committed on Board Aircraft, signed at Tokyo on 14 September 1963, the Convention for the Suppression of Unlawful Seizure of Aircraft, signed at The Hague on 16 December 1970 and the Convention for the Suppression of Unlawful Acts Against the Safety of Civil Aviation, signed at Montreal on 23 September 1971.¹

(4) The Parties shall, in their mutual relations, act in conformity with the aviation security standards and, so far as they are applied by them, the recommended practices established by the International Civil Aviation Organization and designated as Annexes to the Convention on International Civil Aviation; they shall require that operators of aircraft of their registry or operators who have

¹ TIAS 6768, 7192, 7570; 20 UST 2941; 22 UST 1641; 24 UST 564.

their principal place of business or permanent residence in their territory and that operators of airports in their territory act in conformity with such aviation security provisions. In this paragraph, the reference to aviation security standards includes any difference notified by the Party concerned. Each Party shall give advance information to the other Party of its intention to notify any difference relating to such standards.

(5) Each Party agrees that its airlines are required to observe the security provisions referred to in paragraph (4), and those required by the other Party for entrance into, departure from, or while within the territory of that other Party. Each Party shall ensure that effective measures are taken within its territory to protect aircraft, to screen passengers and their carry-on items, and to carry out appropriate checks on crew, cargo and aircraft stores prior to and during boarding or loading. Each Party shall also act positively upon any request from the other Party for reasonable special security measures to meet a particular threat.

(6) When an incident or threat of an incident of unlawful seizure of aircraft or other unlawful acts against the safety of passengers, crew, aircraft, airports and air navigation facilities occurs, the Parties shall assist each other by facilitating communications intended to terminate rapidly and safely such incident or threat thereof.

(7) When a Party has reasonable grounds to believe that the other Party or the other Party's airlines have departed from the aviation security provisions of this Article, the aeronautical authorities of that Party may request immediate consultations with aeronautical authorities of the other Party. Failure to reach a satisfactory agreement within 30 days from the date of such request for consultations will constitute grounds for a decision to withhold, revoke, limit or impose conditions on the operating authorization or technical permission of an airline or airlines of the other Party. When required by an emergency involving an immediate and extraordinary threat to the safety of passengers, crew, or aircraft, a Party may take interim appropriate action to meet the threat prior to the expiration of 30 days. Any action taken in accordance with this paragraph shall be discontinued upon compliance with the provisions of this Article.

ARTICLE VIII

COMMERCIAL OPPORTUNITIES

(1) The airlines of one Party may establish offices in the territory of the other Party for promotion and sale of air services.

(2) The designated airlines of one Party may, in accordance with the laws and regulations of the other Party relating to entry, residence and employment, bring in and maintain in the territory of the other Party managerial, sales, technical, operational and other specialist staff required for the provision of air services.

(3) Each designated airline may perform its own ground-handling in the territory of the other Party ("self-handling"). In addition, each designated airline may, at its option, select among competing agents for such services in accordance with national or local law. These rights shall be subject only to physical constraints resulting from considerations of airport safety. Where such considerations preclude self-handling, ground services shall be available on an equal basis to all airlines; charges shall be based on the costs of services provided; and such services shall be comparable to the kind and quality of services if self-handling were possible.

(4) Each designated airline may engage in the sale of air services in the territory of the other Party directly and, at the airline's discretion, through its agents. Each airline may sell such transportation, and any person shall be free to purchase such transportation, in the currency of that territory or in freely convertible currencies.

(5) Each designated airline may convert and remit to its country, on demand, local revenues in excess of sums locally disbursed. Conversion and remittance shall be permitted promptly without restrictions or taxation in respect thereof at the rate of exchange applicable to current transactions and remittance.

ARTICLE IX

CARGO AIR/SURFACE TRANSPORTATION

Notwithstanding any other provision of this Agreement or Annex, designated all-cargo or combination airlines of both Parties shall be permitted, in accordance with applicable laws and regulations, to employ in connection with international air services any surface transport for cargo to or from any points in the territories of the Parties or in third countries. Such surface transport shall include transport to and from all airports with customs facilities, and the transport of cargo in bond. Such cargo, whether moving by surface or by air, shall have access to airport customs processing and facilities. Airlines may elect to perform their own surface transportation or to provide it through arrangements with other surface carriers, in accordance with applicable laws, including surface transportation operated by other airlines and indirect providers of cargo air transportation. Such intermodal cargo services may be offered at a single through

price for the air and surface transportation combined, provided that shippers are not misled as to the facts concerning such transportation.

ARTICLE X

CUSTOMS DUTIES AND CHARGES

Each Party agrees to the exemptions as specified in this Article for the airlines of the other Party:

(1) Reciprocal exemptions from economic import restrictions and limitations, as well as reciprocal exemptions from all national customs duties and other taxes, charges and fees imposed by the national authorities not based on the cost of services provided, shall be applicable to:

- (a) Aircraft of the airlines of the other Party operated in international air services, and
- (b) regular equipment, ground equipment, spare parts (including engines), fuel, lubricants, consumable technical supplies, aircraft stores (articles of a readily consumable nature destined for sale to or use by passengers during flight including but not limited to food, beverages and liquor, tobacco and other products), and other items intended for or used solely in connection with the operation or servicing of such aircraft referred to in subparagraph (a) of this paragraph, if such items are:
 - (i) introduced into or supplied in the territory of the Party granting the exemption, for the operation or servicing of aircraft, whether or not such items are consumed wholly within that territory; or
 - (ii) retained on board the aircraft from arrival in, until departure from, the territory of the Party granting the exemption whether or not such items are consumed wholly within that territory.

(2) Items referred to in subparagraphs (a) and (b) of paragraph (1) of this Article may be required to be kept under the supervision and control of the appropriate authorities.

(3) The exemptions provided for by this Article shall also be available where the airlines of one Party have contracted with another airline, which similarly enjoys such exemptions from the other Party, for the loan or transfer in the territory of the other Party of the items specified in paragraph (1) of this Article.

ARTICLE XI

USER CHARGES

(1) User charges which may be imposed by the competent charging authorities or bodies of each Party on the airlines of the other Party shall be just, reasonable, non-discriminatory and equitably apportioned among categories of users. In any event, user charges shall be assessed on all airlines of each Party on terms not less favorable than the most favorable terms available to any other airline.

(2) User charges imposed on the airlines of the other Party may reflect, but shall not exceed, an equitable portion of the full economic cost to the competent charging authorities of providing the appropriate airport, air navigation, and aviation security facilities and services, and in the case of airports, may provide for a reasonable rate of return, after depreciation. Facilities and services for which charges are made shall be provided on an efficient and economic basis. Reasonable notice shall be given prior to changes in user charges.

(3) Each Party shall encourage consultations between the competent charging authorities or bodies in its territory and airlines using the services and facilities, and shall encourage the competent charging authorities or bodies and the airlines to exchange such information as may be necessary for an accurate review of the reasonableness of the charges.

ARTICLE XII

FAIR COMPETITION

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air services covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the Convention.

(4) Neither Party shall require the filing of schedules, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article. If a Party requires filings for information pur-

poses, it shall minimize the administrative burdens of filing requirements and procedures on air services intermediaries and on designated airlines of the other Party.

(5) In the operation by the airlines of either Party of the air services described in the Agreement, the interest of the airlines of the other Party shall be taken into consideration so as not to affect unduly the services which the latter provide on all or part of the same routes.

ARTICLE XIII

PRICING

(1) Criteria for Approval of Prices

- (a) The aeronautical authorities of each Party shall allow prices to be established by each designated airline taking due regard of all relevant factors including the interests of users, the cost of operation, characteristics of product, reasonable profit and other commercial considerations in the marketplace.
- (b) The aeronautical authorities shall give particular attention to prices which may be objectionable because they are unjustifiably discriminatory, excessively high or unjustifiably low.

(2) Country of Origin Rule

- (a) Each Party, in accordance with the procedures set forth in paragraph (3), may issue a notice of disapproval for prices which do not meet the criteria set forth in paragraph (1) with respect to traffic between the territories of the Parties where the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in its own territory.
- (b) Neither Party shall take unilateral action to disapprove prices of any designated airline of either Party with respect to traffic between the territories of the Parties where the first point on the itinerary (as evidenced by the document authorizing transportation by air) is in the territory of the other Party.

(3) Price Filing Procedures

- (a) Each Party may require filing with its Aeronautical Authorities of prices for carriage to or from its territory by designated airlines of both Parties. Filing by the designated airlines of both Parties may be required no more than 30 days prior to the proposed date of effectiveness. In individual cases, a Party may permit filing on

shorter notice than it requires, upon formal request of a designated airline. If a Party authorizes an airline to implement a price on short notice, the price shall become effective on the proposed date for traffic originating in the territory of that Party. All price filings shall state that a comparable filing is being made with the aeronautical authorities of the other Party.

- (b) If either Party believes that a price proposed by a designated airline of the other Party for international air services between the territories of the Parties, or by an airline of the other Party for international air services between the territory of the first Party and a third country, including in both cases transportation on an interline or intraline basis, is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall notify the other Party of the reasons for its dissatisfaction as soon as possible, but in no event later than 15 days after the filing date. Either Party may then request consultations, which shall be held as soon as possible, and in no event later than 15 days after receipt of a notice of dissatisfaction. The Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If notification is not given as provided in this paragraph, the price shall be deemed to be approved and shall become effective on the proposed date.
- (c) If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. If a Party prevents a proposed price from becoming effective in accordance with the provisions of paragraphs (1) and 3(b), the comparable price previously in effect shall remain in effect.

(4) Matching

For carriage between the territories of the Parties, and between the territory of one Party and a third country, the aeronautical authorities of each Party shall permit any airline of the other Party to match any price between the same points. Each Party shall also permit airlines of third countries to match prices for carriage between the territories of the Parties, subject to reciprocal treatment by the third country concerned.

ARTICLE XIV CONSULTATIONS

Either Party may, at any time, request consultations relating to this Agreement. Such consultations shall begin at the earliest possible date, but not later than 60 days from the date the other Party receives the request unless otherwise agreed. Each Party shall prepare and present during such consultations relevant evidence in support of its position in order to facilitate informed, rational and economic decisions.

ARTICLE XV SETTLEMENT OF DISPUTES

(1) Any dispute arising under this Agreement which is not resolved by a first round of formal consultations, except those which may arise under Paragraph 3 of Article 13 (Pricing), may be referred by agreement of the Parties for decision to some person or body. If the Parties do not so agree, the dispute shall at the request of either Party be submitted to arbitration in accordance with the procedures set forth below.

(2) Arbitration shall be by a tribunal of three arbitrators to be constituted as follows:

- (a) Within 30 days after the receipt of a request for arbitration, each Party shall name one arbitrator. Within 60 days after these two arbitrators have been named, they shall by agreement appoint a third arbitrator, who shall act as President of the arbitral tribunal;
- (b) If either Party fails to name an arbitrator, or if the third arbitrator is not appointed in accordance with subparagraph (a) of this paragraph, either Party may request the President of the International Civil Aviation Organization Council to appoint the necessary arbitrator or arbitrators within 30 days. If the President of the Council is of the same nationality as one of the Parties, the most senior Vice President who is not disqualified on that ground shall make the appointment.

(3) Except as otherwise agreed, the arbitral tribunal shall determine the limits of its jurisdiction in accordance with this Agreement and shall establish its own procedure. At the direction of the tribunal or at the request of either of the Parties, a conference to determine the precise issues to be arbitrated and the specific procedures to be followed shall be held no later than 15 days after the tribunal is fully constituted.

(4) Except as otherwise agreed, each Party shall submit a memorandum within 45 days of the time the tribunal is fully constituted. Replies shall be due 60 days later. The tribunal shall hold a hearing at the request of either Party or at its discretion within 15 days after replies are due.

(5) The tribunal shall attempt to render a written decision within 30 days after completion of the hearing or, if no hearing is held, after the date both replies are submitted. The decision of the majority of the tribunal shall prevail.

(6) The Parties may submit requests for clarification of the decision within 15 days after it is rendered and any clarification given shall be issued within 15 days of such request.

(7) Each Party shall, consistent with its national law, give full effect to any decision or award of the arbitral tribunal.

(8) The expenses of the arbitral tribunal, including the fees and expenses of the arbitrators, shall be shared equally by the Parties. Any expenses incurred by the President of the International Civil Aviation Organization Council in connection with the procedures of Paragraph (2)(b) of this Article shall be considered to be part of the expenses of the arbitral tribunal.

ARTICLE XVI AMENDMENTS

Amendments to this agreement other than to the Annex shall be effected by agreement between the parties, and shall enter into force upon an exchange of diplomatic notes, in which the parties notify each other of the completion of each party's necessary internal procedures. Amendments to the Annex may be effected by agreement between the parties and shall enter into force when confirmed by an exchange of diplomatic notes.

ARTICLE XVII TERMINATION

(1) Either Party may, at any time, give notice in writing to the other Party of its decision to terminate this Agreement. Such notice shall be sent simultaneously to the International Civil Aviation Organization. This Agreement shall terminate at midnight (at the place of receipt of the notice to the other Party) immediately before the first anniversary of the date of receipt of the notice by the other Party, unless the notice is withdrawn by agreement of the Parties before the end of this period.

(2) Notwithstanding paragraph (1) of this Article, this Agreement shall expire five years after the date of signature. Two years after signature of the

Agreement, and again six months before the expiration of the Agreement, the Parties shall hold consultations to review the state of their bilateral aviation relations.

ARTICLE XVIII
MULTILATERAL AGREEMENT

If a multilateral agreement, accepted by both Parties, concerning any matter covered by this Agreement enters into force, this Agreement shall be amended so as to conform with the provisions of the multilateral agreement.

ARTICLE XIX
REGISTRATION WITH ICAO

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE XX
ENTRY INTO FORCE

The Parties agree to apply the terms of this Agreement provisionally upon signature, pending its entry into force. This Agreement shall enter into force upon the exchange of diplomatic notes, in which the Government of the Hellenic Republic and the Government of the United States of America notify each other that their respective Constitutional requirements for entry into force of this Agreement have been satisfied.¹

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE at Athens, in duplicate, this 31st day of July, 1991, in the English and Greek languages, each text being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF
THE HELLENIC REPUBLIC:

Michael G. Sotirhos

Nicolaos Gelestathis

¹ May 15, 1992.

ANNEX
SCHEDULED AIR SERVICE

SECTION 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform scheduled international air services (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airlines.

Routes for the airline or airlines designated by the Government of the United States of America:

I. Notwithstanding the provisions of Articles 3 and 12 of the Agreement, for passenger and cargo combination service:

Route A: The United States has the right to designate one airline on the following route: From New York and Boston via one European point (Paris or Rome) to points in Greece and beyond to Cairo, Egypt and Tel Aviv, Israel. If a U.S. designated airline serves Boston on U.S. route D, then Boston shall not be served on this route.

Route B: The United States has the right to designate one airline to operate on the following route: From New York and Washington, D.C. via one European point (Frankfurt or Rome) to points in Greece and beyond to two points to be selected by the United States from among the following: Manama, Dhahran, Kuwait, Muscat, and Doha, which may be changed on 30 days' notice.

Notes to U.S. Route B:

1. Until August 31, 1992, this designated airline may use fifty percent of its seats for the carriage of fifth freedom traffic between third country points and Greece on the route. From September 1, 1992, this designated airline may use one hundred percent of its seats for the carriage of fifth freedom traffic between third country points and Greece on the route.
2. Until August 31, 1992, this designated airline may operate seven weekly frequencies. For the period September 1, 1992 through August 31, 1993, this designated airline may operate eleven weekly frequencies, of which seven may be nonstop.

From September 1, 1993, this designated airline may operate fourteen weekly frequencies, of which seven may be nonstop.

3. If the designated airline on U.S. Route A is serving Rome, then Rome shall not be served on U.S. Route B.

Route C: The United States has the right to designate one airline to operate service on the following route effective at such time as the New York-Greece scheduled passenger traffic for the previous twelve month period shall have been equal to or greater than 150 percent of the New York - Greece scheduled passenger traffic carried in calendar year 1989: from New York via one intermediate point of U.S. choice to points in Greece and beyond to one point of U.S. choice. The intermediate point may be selected from among the following points: Belgrade, Berlin, Budapest, Hamburg, Ireland and Warsaw. The beyond point may be selected from among the following points: Bombay, Karachi and New Delhi.

Route D: The United States has the right to designate airlines to operate service from points other than New York via Belgrade, Berlin, Budapest, Frankfurt, Hamburg, Ireland, Paris, Rome and Warsaw to points in Greece and beyond to Bombay, Cairo, Karachi, New Delhi and Tel Aviv.

Notes to U.S. Route D:

1. The United States may designate only one airline to serve from Boston and only one airline to serve from Chicago.
2. A maximum of seven weekly frequencies may be operated from Boston. A maximum of seven weekly frequencies may be operated from Chicago.
3. Only one airline designated on Route D may serve Paris.
4. If a designated airline on either Route A or B is serving Rome, then Rome shall not be served on Route D.
5. If the designated airline on Route B is serving Frankfurt, then Frankfurt shall not be served on Route D.
6. If the designated airline on Route A is serving Cairo, then Cairo shall not be served on Route D. If the designated airline on Route A is serving Tel Aviv, then Tel Aviv shall not be served on Route D.

II. For all-cargo service:

From the United States via points in the United Kingdom, Belgium, France, Germany and Italy to points in Greece and beyond to Dubai, Singapore, Taiwan, Japan, India, and the People's Republic of China. Until August 31, 1992, only the United Kingdom, Belgium, Dubai, Taiwan and India may be served.

Routes for the airline or airlines designated by the Government of the Hellenic Republic:

I. For passenger and cargo combination service:

Route A: From Greece to New York and beyond to two points in Canada of Greece's choice.

Route B: From Greece to the coterminal points New York, Boston and Chicago.

Route C: From Greece via one intermediate point in Canada of Greece's choice to the coterminal points Boston and Chicago.

Route D: From Greece via one intermediate point of Greece's choice in Europe to three points in the United States of Greece's choice.

II. For all-cargo service:

From Greece via intermediate points to three U.S. points of Greece's choice.

Notes to all U.S. and Greek routes:

(A) Each Party may change its intermediate or beyond points on 30 days' prior notice transmitted through diplomatic channels.

(B) The designated airlines of each Party may serve any intermediate point or beyond point without geographic limitation on a blind sector basis.

(C) Intermediate points may be used as beyond points and beyond points may be used as intermediate points.

(D) Services provided under this section may be operated with any type of aircraft, unless otherwise specified in this Agreement.

SECTION 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions and without directional or geographic limitation, serve points on the routes in any order, and omit stops at any point or points outside the territory of the party which has designated that airline without loss of any right to carry traffic otherwise permissible under this Agreement.

SECTION 3

On any international segment or segments of the routes above (and as may be later agreed upon by the Parties), a designated airline may perform international air services without any limitation as to change, at any point on the route, in type of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

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